

## SWORN STATEMENT IN PROOF OF LOSS

5,137,000.00 - Contents  
AMOUNT OF POLICY AT TIME OF LOSS

06/30/05

DATE ISSUED

06/30/06

DATE EXPIRES



Fireman's  
Fund

- ☐ FIREMAN'S FUND INSURANCE COMPANY  
☐ THE AMERICAN INSURANCE COMPANY  
☐ NATIONAL SURETY CORPORATION  
☐ ASSOCIATED INDEMNITY CORPORATION  
☐ AMERICAN AUTOMOBILE INSURANCE COMPANY

005-05-207719

CLAIM NUMBER

NZF 02662581

POLICY NUMBER

Van Nys CA

AGENCY AT

Dewitt Stern of CA

AGENT

To the The American Insurance Company  
of Novato, CA

At time of loss, by the above indicated policy of insurance you insured Mariah Carey C/O Gelfand Rennert & Feldman, LLP

against loss by All Risk to the property described under Schedule "A," according to the terms and conditions of the said policy and all forms, endorsements, transfers and assignments attached thereto.

1. Time and Origin: A Water Damage loss occurred about the hour of \_\_\_\_\_ o'clock \_\_\_\_\_ M.,  
(State Kind)

on the 02 day of April 2005. The cause and origin of the said loss were: Water Damage Infiltration from the buildings Roof Tank

2. Occupancy: The building described, or containing the property described, was occupied at the time of the loss as follows, and for no other purpose whatever: Condo Triplex Unit

3. Title and Interest: At the time of the loss the interest of your insured in the property described therein was as owned. No other person or persons had any interest therein or incumbrance thereon, except: no exceptions

4. Changes: Since the said policy was issued there has been no assignment thereof, or change of interest, use, occupancy, possession, location or exposure of the property described except: as per policy

5. Total Insurance: The total amount of insurance upon the property described by this policy was, at the time of the loss, \$ 5,137,000.00, as more particularly specified in the apportionment attached under Schedule "C," besides which there was no policy or other contract of insurance, written or oral, valid or invalid.

6. Full Replacement Cost of the said property at the time of the loss was \$ 6,342.44 - 11,794.65

7. The Full Cost of Repair or Replacement is Contents \$ 6,342.44 - 11,794.65

8. Applicable Depreciation is \$ -

9. Actual Cash Value loss is (Line 7 minus Line 8) \$ 6,342.44 - 11,794.65

10. Less deductibles and/or participation by the insured \$ -

☐ Partial payment ☒ Final payment

11. Actual Cash Value Claim is (Line 9 minus Line 10) \$ 6,342.44 - 11,794.65

12. Supplemental Claim, to be filed in accordance with the terms and conditions of the Replacement Cost Coverage within \_\_\_\_\_ days from date of loss as shown above, will not exceed \$ -

(This figure will be that portion of the amounts shown on Lines 8 and 10 which is recoverable)

The said loss did NOT originate by any act, design or procurement on the part of the insured of this affidavit; nothing has been done by or with the privity or consent of the insured or this affiant to violate the conditions of this policy, or render it void; no articles are mentioned herein or in annexed schedules but such as were in the building damaged or destroyed, and belonging to, and in possession of the said insured at time of said loss; no property saved has been in any manner concealed, and no attempt to deceive the said Company, as to the extent of said loss, has in any manner been made. In consideration of the payment made, the insured hereby subrogates the Company to all rights, title and interest in and to the property for which claim is being made to the extent of such payment. Any other information that may be required will be furnished on call and considered a part of these proofs. IT IS EXPRESSLY UNDERSTOOD AND AGREED, THAT THE FURNISHING OF THIS BLANK TO THE INSURED OR THE PREPARING OF PROOFS BY AN ADJUSTER, OR ANY AGENT OF THE COMPANY NAMED HEREIN IS NOT A WAIVER OF ANY RIGHTS OF SAID COMPANY.

State of NY STANLEY LIM  
Notary Public, NY State  
No. 0216061586  
Comm. Expires July 16, 2007

County of NY

P0219

INSURED

Subscribed and sworn to before me this 13<sup>th</sup> day of March 2006

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES A STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME.

## SCHEDULE "A"—POLICY FORM

Policy Form No. \_\_\_\_\_ Dated \_\_\_\_\_

Item 1. \$ \_\_\_\_\_ on \_\_\_\_\_

Item 2. \$ \_\_\_\_\_ on \_\_\_\_\_

Item 3. \$ \_\_\_\_\_ on \_\_\_\_\_

Situated \_\_\_\_\_

Coinurance, Average, Distribution, or Deductible Clauses, if any \_\_\_\_\_

Loss, if any, payable to \_\_\_\_\_

SCHEDULE "B"

STATEMENT OF ACTUAL CASH VALUE AND LOSS AND DAMAGE

		ACTUAL CASH VALUE		LOSS AND DAMAGE	
TOTALS:					

## SCHEDULE "C"—APPORTIONMENT

POLICY NO.	EXPIRES	NAME OF COMPANY	ITEM NO. _____			ITEM NO. _____		
			INSURES		PAYS	INSURES		PAYS
TOTALS:								

This release to be used only in case check is to be made payable to others than the assured.

## RELEASE AND AUTHORIZATION

The \_\_\_\_\_ Insurance Company  
is hereby requested, authorized and empowered to pay as follows:

To \_\_\_\_\_ the sum of \$ \_\_\_\_\_

To \_\_\_\_\_ the sum of \$ \_\_\_\_\_

Total \$ \_\_\_\_\_

In full settlement and satisfaction for all loss and damage which occurred on \_\_\_\_\_ to the property described in the Proof of Loss attached thereto, and covered under Policy No. \_\_\_\_\_ issued to the undersigned.

In consideration of such payment, said Company is hereby discharged and forever released from any and all claims, demands, or liability whatsoever for said loss and damage, under said policy.

Assured \_\_\_\_\_

Date \_\_\_\_\_

Mortgagee \_\_\_\_\_

## SWORN STATEMENT IN PROOF OF LOSS

ALE - Unlimited  
 AMOUNT OF POLICY AT TIME OF LOSS  
 06/30/05  
 DATE ISSUED  
 06/30/06  
 DATE EXPIRES



Fireman's  
 Fund

- ☐ FIREMAN'S FUND INSURANCE COMPANY  
☐ THE AMERICAN INSURANCE COMPANY  
☐ NATIONAL SURETY CORPORATION  
☐ ASSOCIATED INDEMNITY CORPORATION  
☐ AMERICAN AUTOMOBILE INSURANCE COMPANY

TOM TESORIERO  
 MAY 18 2006

005-05-207719  
 CLAIM NUMBER

NZF-02663581  
 POLICY NUMBER

Van Nys CA  
 AGENCY AT  
 Dewitt Stern of CA  
 AGENT

To the \_\_\_\_\_  
 of \_\_\_\_\_  
 The American Insurance Company

At time of loss, by the above indicated policy of insurance you insured Mariah Carey C/O Gelfand Rennett & Feldman, LLP

against loss by ALL Risk to the property described under Schedule "A," according to the terms and conditions of the said policy and all forms, endorsements, transfers and assignments attached thereto.

1. Time and Origin: A Water Damage loss occurred about the hour of \_\_\_\_\_ o'clock \_\_\_\_\_ M., (State Kind)

on the 02 day of April 2005. The cause and origin of the said loss were: Water Damage Infiltration from the buildings Roof Tank

2. Occupancy: The building described, or containing the property described, was occupied at the time of the loss as follows, and for no other purpose whatever: Condo Triplex Unit

3. Title and Interest: At the time of the loss the interest of your insured in the property described therein was \_\_\_\_\_ as owned. No other person or persons had any interest therein or incumbrance thereon, except: no exceptions

4. Changes: Since the said policy was issued there has been no assignment thereof, or change of interest, use, occupancy, possession, location or exposure of the property described except: as per policy

5. Total Insurance: The total amount of insurance upon the property described by this policy was, at the time of the loss, \$ ALE Unlimited, as more particularly specified in the apportionment attached under Schedule "C," besides which there was no policy or other contract of insurance, written or oral, valid or invalid.

6. Full Replacement Cost of the said property at the time of the loss was \$ \_\_\_\_\_

7. The Full Cost of Repair or Replacement is . Add'l Living Expense Loss #1. . . . \$ 743,388.33 770,874.75

8. Applicable Depreciation is . . . . . \$ 743,388.33 770,874.75

9. Actual Cash Value loss is (Line 7 minus Line 8) . . . . . \$ 743,388.33 770,874.75

10. Less deductibles and/or participation by the insured . . . . . \$ \_\_\_\_\_

☐ Partial payment ☒ Final payment

11. Actual Cash Value Claim is (Line 9 minus Line 10) . . . . . \$ 743,388.33 770,874.75

12. Supplemental Claim, to be filed in accordance with the terms and conditions of the Replacement Cost Coverage within \_\_\_\_\_ days from date of loss as shown above, will not exceed \$ \_\_\_\_\_

(This figure will be that portion of the amounts shown on Lines 8 and 10 which is recoverable)

The said loss did NOT originate by any act, design or procurement on the part of the Insured of this affiant; nothing has been done by or with the privity or consent of the Insured or this affiant to violate the conditions of this policy, or render it void; no articles are mentioned herein or in annexed schedules but such as were in the building damaged or destroyed, and belonging to, and in possession of the said Insured at time of said loss; no property saved has been in any manner concealed, and no attempt to deceive the said Company, as to the extent of said loss, has in any manner been made. In consideration of the payment made, the Insured hereby subrogates the Company to all rights, title and interest in and to the property for which claim is being made to the extent of such payment. Any other information that may be required will be furnished on call and considered a part of these proofs. IT IS EXPRESSLY UNDERSTOOD AND AGREED, THAT THE FURNISHING OF THIS BLANK TO THE INSURED OR THE PREPARING OF PROOFS BY AN ADJUSTER, OR ANY AGENT OF THE COMPANY NAMED HEREIN IS NOT A WAIVER OF ANY RIGHTS OF SAID COMPANY.

State of NY  
 County of NY  
 Subscribed and sworn to before me this 4th day of MAY 2006

STANLEY LIM  
 Notary Public, NY State  
 No. 0216061586  
 Comm. Expires July 16, 2007

P0222

INSURED

**SCHEDULE "A"—POLICY FORM**

Policy Form No. \_\_\_\_\_ Dated \_\_\_\_\_

Item 1. \$ \_\_\_\_\_ on \_\_\_\_\_

Item 2. \$ \_\_\_\_\_ on \_\_\_\_\_

Item 3. \$ \_\_\_\_\_ on \_\_\_\_\_

Situated \_\_\_\_\_

Coinurance, Average, Distribution, or Deductible Clauses, if any \_\_\_\_\_

Loss, if any, payable to \_\_\_\_\_

**SCHEDULE "B"**  
**STATEMENT OF ACTUAL CASH VALUE AND LOSS AND DAMAGE**

		ACTUAL CASH VALUE		LOSS AND DAMAGE	
TOTALS:					

### SCHEDULE "C"—APPORTIONMENT

POLICY NO.	EXPIRES	NAME OF COMPANY	ITEM NO. _____			ITEM NO. _____		
			INSURES		PAYS	INSURES		PAYS
TOTALS:								

**This release to be used only in case check is to be made payable to others than the assured.**

### RELEASE AND AUTHORIZATION

The \_\_\_\_\_ Insurance Company  
is hereby requested, authorized and empowered to pay as follows:

To \_\_\_\_\_ the sum of \$ \_\_\_\_\_  
 To \_\_\_\_\_ the sum of \$ \_\_\_\_\_  
 Total \$ \_\_\_\_\_

In full settlement and satisfaction for all loss and damage which occurred on \_\_\_\_\_ to the property described in the Proof of Loss attached thereto, and covered under Policy No. \_\_\_\_\_ issued to the undersigned.

In consideration of such payment, said Company is hereby discharged and forever released from any and all claims, demands, or liability whatsoever for said loss and damage, under said policy.

Assured \_\_\_\_\_

Date \_\_\_\_\_ Mortgagee \_\_\_\_\_

**SWORN STATEMENT IN PROOF OF LOSS**

005-05-207719

5,137,000.00 - I&B  
AMOUNT OF POLICY AT TIME OF LOSS**Fireman's  
Fund**

- ☐ FIREMAN'S FUND INSURANCE COMPANY  
☐ THE AMERICAN INSURANCE COMPANY  
☐ NATIONAL SURETY CORPORATION  
☐ ASSOCIATED INDEMNITY CORPORATION  
☐ AMERICAN AUTOMOBILE INSURANCE COMPANY

CLAIM NUMBER

POLICY NUMBER

Van Nys CA

AGENCY AT

Dewitt Stern of CA  
AGENT06/30/05  
DATE ISSUED06/30/06  
DATE EXPIRESTo the The American Insurance Companyof Novato, CA.At time of loss, by the above indicated policy of insurance you insured Mariah Carey C/O Gelfand Rennert & Feldman, LLPagainst loss by All Risk to the property described under Schedule "A," according to the terms and conditions of the said policy and all forms, endorsements, transfers and assignments attached thereto.1. Time and Origin: A Water Damage loss occurred about the hour of \_\_\_\_\_ o'clock \_\_\_\_\_ M.,  
(State Kind)on the 02 day of April 2005. The cause and origin of the said loss were: Water Damage Infiltration from the buildings Roof Tank.2. Occupancy: The building described, or containing the property described, was occupied at the time of the loss as follows, and for no other purpose whatever: Condo Tri-plex Unit3. Title and Interest: At the time of the loss the interest of your insured in the property described therein was as owned. No other person or persons had any interest therein or incumbrance thereon, except: no exceptions4. Changes: Since the said policy was issued there has been no assignment thereof, or change of interest, use, occupancy, possession, location or exposure of the property described except: as per policy5. Total Insurance: The total amount of insurance upon the property described by this policy was, at the time of the loss, \$ 5,137,000.00 as more particularly specified in the apportionment attached under Schedule "C," besides which there was no policy or other contract of insurance, written or oral, valid or invalid.

6. Full Replacement Cost of the said property at the time of the loss was \$ \_\_\_\_\_

7. The Full Cost of Repair or Replacement is Tenant I&B - Loss #1 \$ 691,954.22

8. Applicable Depreciation is \$ \_\_\_\_\_

9. Actual Cash Value loss is (Line 7 minus Line 8) \$ 691,954.22

10. Less deductibles and/or participation by the insured \$ \_\_\_\_\_

☐ Partial payment ☒ Final payment11. Actual Cash Value Claim is (Line 9 minus Line 10) \$ 691,954.2212. Supplemental Claim, to be filed in accordance with the terms and conditions of the Replacement Cost Coverage within \_\_\_\_\_ days from date of loss as shown above, will not exceed \$ P0225  
(This figure will be that portion of the amounts shown on Lines 8 and 10 which is recoverable)

The said loss did NOT originate by any act, design or procurement on the part of the Insured of this affidavit; nothing has been done by or with the privity or consent of the Insured or this affidavit to violate the conditions of this policy, or render it void; no articles are mentioned herein or in annexed schedules but such as were in the building damaged or destroyed, and belonging to, and in possession of the said Insured at time of said loss; no property saved has been in any manner concealed, and no attempt to deceive the said Company, as to the extent of said loss, has in any manner been made. In consideration of the payment made, the Insured hereby subrogates the Company to all rights, title and interest in and to the property for which claim is being made to the extent of such payment. Any other information that may be required will be furnished on call and considered a part of these Proofs. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THE FURNISHING OF THIS BLANK TO THE INSURED OR THE PREPARING OF PROOFS BY AN ADJUSTER, OR ANY AGENT OF THE COMPANY NAMED HEREIN IS NOT A WAIVER OF ANY RIGHTS OF SAID COMPANY.

State of NY

**STANLEY LIM**  
 Notary Public, NY State  
 No. 0216061586  
 Comm. Expires July 16, 2007

County of NYSubscribed and sworn to before me this 16<sup>th</sup> day of MAY 2006

INSURED

405033-1.75 (NY)

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES A STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME. (See Back)

P0226